

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WASHINGTON**

VANESSA VELASCO ORTEGA, an  
individual,

Plaintiff,

vs.

OKANOGAN COUNTY,  
WASHINGTON, a municipal  
corporation; OKANOGAN COUNTY  
SHERIFF'S OFFICE; ISAIAH  
HOLLOWAY, an individual and  
employee of the OKANOGAN  
COUNTY SHERIFF'S OFFICE,

Defendants.

**NO. 2:22-CV-0195-TOR**

**PROTECTIVE ORDER  
REGARDING DISCOVERY OF  
PERSONNEL FILES**

**I. INTRODUCTION**

This matter comes before the Court on the Parties' Joint Motion for Protective Order. The motion is agreed.

Plaintiff submitted written discovery requests to Okanogan County seeking Isaiah Holloway and Justin Weigel's employment files. The parties agree the discoverable portions of these employment files, are discoverable but limitations on the parties' use and dissemination of this material is also appropriate as discovery of this material involves

1 production of confidential and private information for which special protection is  
 2 warranted. Accordingly, this Court finds the following Protective Order is appropriate:

## 3 **II. CONFIDENTIAL MATERIAL**

4 Confidential material shall include those portions of Mr. Holloway and Mr. Weigel's  
 5 employment files produced by the County in this lawsuit.

## 6 **III. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL**

7 3.1 A receiving party may use confidential material that is disclosed or produced  
 8 by another party or by a non-party in connection with this case only for prosecuting,  
 9 defending, or attempting to settle this litigation. Confidential material may be disclosed  
 10 only to the categories of persons and under the conditions described in this agreement.  
 11 Confidential material must be stored and maintained by a receiving party at a location and  
 12 in a secure manner that ensures that access is limited to the persons authorized under this  
 13 agreement.

14 3.2 Unless otherwise ordered by the court or permitted in writing by the  
 15 designating party, a receiving party may disclose any confidential material only to:

16 a) The receiving party's counsel of record in this action, as well as  
 17 employees of such counsel to whom it is reasonably necessary to disclose the information  
 18 for this litigation;

19 b) The Officers, Directors, Managers and in-house counsel of the  
 20 receiving party to whom disclosure is reasonably necessary for this litigation, as well as  
 21 non-counsel employees of the receiving party to whom disclosure is reasonably necessary  
 22 for this litigation, unless the parties agree that a particular document or material produced  
 23 is for Attorney's Eyes Only and is so designated;  
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1 c) Employees of the receiving party who have a need to know to perform  
2 job functions related to the litigation or in responding to such things as Public Records Act  
3 requests or as required by law;

4 d) Experts and consultants to whom disclosure is reasonably necessary for  
5 this litigation;

6 e) The Court, court personnel, and court reporters and their staff subject  
7 to the filing requirements outlined below;

8 f) Professional copy, document management, electronic discovery or  
9 imaging service providers retained by counsel to assist in the management and duplication  
10 of Confidential Material, provided that such service provider agreed in writing to use the  
11 Confidential Material only to perform services for the party that has retained it in this  
12 litigation to not disclose any Confidential Material to third parties and to immediately  
13 return all originals, copies, and digital images of any Confidential Material upon rendering  
14 of the service;

15 g) Witnesses during a deposition in the action to whom disclosure is  
16 reasonably necessary.

17 h) The author or prior recipient of a document containing the Confidential  
18 Material;

19 i) A custodian or other person who otherwise possessed or knew the  
20 Confidential Material prior to this litigation;

21 j) Mock trial and jury consultants, including, but not limited to, mock  
22 jurors and

23 k) Any mediator retained by the parties or appointed by the Court in this  
24 action and employees of such mediator who are assisting in the conduct of the mediation,  
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provided that such mediator has agreed in writing to maintain the confidentiality of confidential information received in this action.

3.3 Before filing confidential material or discussing or referencing such material in court filings, the filing party shall confer with the designating party to determine whether the designating party will remove the confidential designation, whether the document can be redacted, or whether a motion to seal or stipulation and proposed order is warranted. During the meet and confer process, the designating party must identify the basis for sealing the specific confidential information at issue, and the filing party shall include this basis in its motion to seal, along with any objection to sealing the information at issue. Local Civil Rule 5(g) sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal. A party who seeks to maintain the confidentiality of its information must satisfy the requirements of this Court's local rules, even if it is not the party filing the motion to seal. Failure to satisfy this requirement will result in the motion to seal being denied, in accordance with the strong presumption of public access to the Court's files.

#### **IV. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

If a receiving party learns that, by inadvertence or otherwise, it has disclosed confidential material to any person or in any circumstance not authorized under this agreement, the receiving party must immediately (a) notify in writing the designating party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the protected material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this agreement, and (d) request that such person or persons agree not to further disseminate any information of documentation.

## V. INADVERTENT PRODUCTION OF CONFIDENTIAL MATERIAL

When a producing party gives notice to receiving parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the receiving parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order or agreement that provides for production without prior privilege review. The parties agree to the entry of a non-waiver order under Fed. R. Evid. 502(d) as set forth herein.

## VI. TERMINATION AND RETURN OF DOCUMENTS

Within 60 days after the termination of this action, including all appeals, each receiving party must return all confidential material to the producing party, including all copies, extracts and summaries thereof. Alternatively, the parties may agree upon appropriate methods of destruction. Notwithstanding this provision, counsel are entitled to retain one archival copy of all documents filed with the court, trial, deposition, and hearing transcripts, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain confidential material.

The confidentiality obligations imposed by this agreement shall remain in effect until a designating party agrees otherwise in writing or a court orders otherwise.

DATED this 3rd day of May 2023.



Hon. Thomas O. Rice  
United States District Judge